CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO. 06-152 ANNUAL REQUIREMENTS FOR WELL PARTS

DATE: July 12, 2006

CONTRACT PERIOD:

June 1, 2006 thru May 31, 2007

CONTRACTOR: Sargent Drilling

PO Box 367

Geneva, NE 68361

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET

LINCOLN, NEBRASKA 68508

(402) 441-7410

Company Representative: Doug Yantzie

Telephone No.: 402-759-3902

FAX No.:

E-Mail Address: sargentdrilling@alltel.net

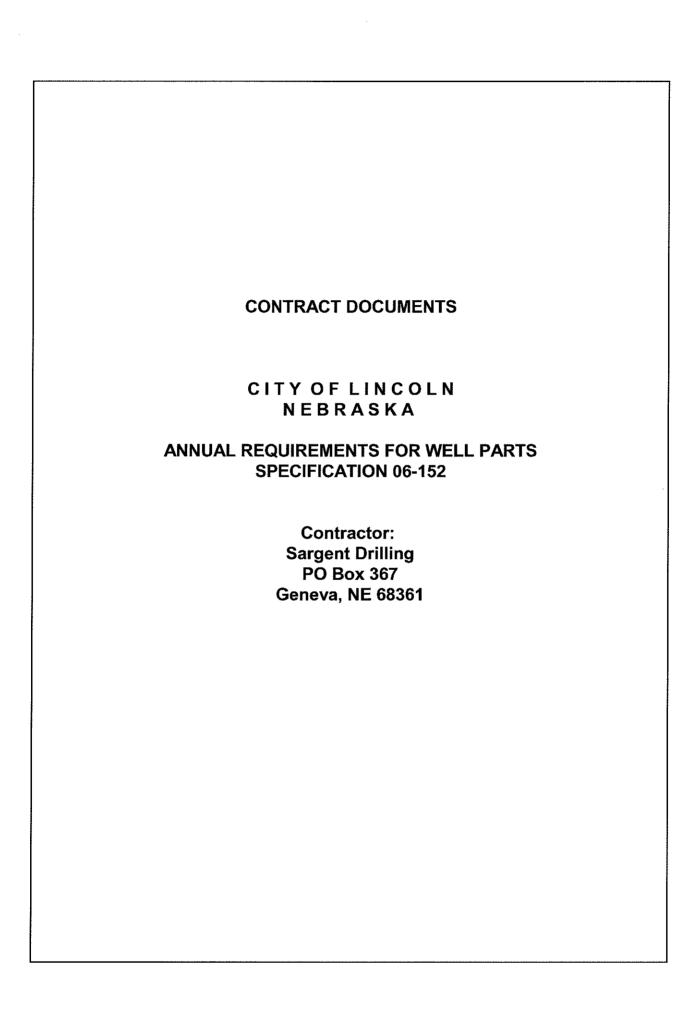
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER ATTACHED BID SPECIFICATION, NO. 06-152

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76743 Dated: 7/10/06



CITY OF LINCOLN, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this	day of_		2006, by and
between Sargent Drilling, PO Box 367, Geneva, NE 6865	31 hereinafter	called contractor,	and the City o
Lincoln, Nebraska, a municipal corporation, hereinafter cal	led the City.		_

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Well Parts, Spec. No. 06-152 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$8,567.10 Pricing as stated in your proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin <u>as soon as possible from</u> date of executed contract. The term of Agreement is one (1) year from **June 1, 2006 thru May 31, 2007.**

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

- 1. The Instructions to Bidders
- 2. The Accepted Proposal
- 3. The Contract Agreements
- 4. The Specifications
- 5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:		CITY OF LINCOLN, NEBRASKA	
City Clerk		Mayor	
		Approved by Executive or No	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		dated	
	EXECUTION E	BY CONTRACTOR	
IF A CORPORATION:			
ATTEST:		Name of Corporation	
Secretary	(SEAL)	(Address)	
Coolcialy		Bv:	
		By: Duly Authorized Official	
		Legal Title of Official	***************************************
IF OTHER TYPE OF ORGANIZ	ATION:	Name of Organization	
		Type of Organization	<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>
		(Address)	
		By: Member	rdendendendend
		By: Member	
IF AN INDIVIDUAL:			
		Name	
		Address	_
		Signature	
CONTRACT AGREEMENT		PAGE NO). 4

Copy

Charles Sargent Irrigation Co./COMPANY NAME Sargent Drilling

PROPOSAL SPECIFICATION NO. 06-152

BID OPENING TIME: 12:00 NOON DATE: Wednesday, May 10, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers <u>0</u> through <u>0</u> are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request. All addenda shall become part of the final contract document.

THE ANNUAL REQUIREMENTS FOR WELL PARTS

BIDDING SCHEDULE

	ltem	Unit	Price
Ma	nterial Costs: All column pipe must have a minimum column wall of .365 and manufactured without blanking for steady rest and Flange thickness shall be a minimum of 1".		
1.1	10" X 10' Flanged column .365 wall pipe	ea.	\$ <u>948.00</u>
1.2	10" X 5' Flanged column pipe	ea.	\$ <u>798.00</u>
1.3	1 2" SST Shaft Coupling	ea.	\$ 54.00
1.4	10' X 1 2" SST Line Shaft	ea.	\$ <u>262.00</u>
1.5	5' X 1 2" SST Line Shaft	ea.	\$ <u>154.00</u>
1.6	1 2" SST Shaft Sleeve	ea.	\$ <u>55.00</u>
1.7	10" Bronze column Spider	ea.	\$ <u>94.00</u>
1.8	1 2" Line Shaft bearing(Old Style)	ea.	\$ 44.00
1.9	1 2" Line Shaft bearing(New Style)	ea.	\$ 33.00
1.10	10" X 10' Threaded column pipe	ea.	\$ 539 . 10
1,11	10" X 5' Threaded column pipe	ea.	\$ <u>407.00</u>
1.12	10" Combination Column Coupling	ea.	\$ 445.00
1.13	12" X 10' Flanged column .375 wall pipe	ea.	\$1,170.00
1.14	12" X 5' Flanged column pipe	ea.	\$ 950.00

1.15 1 11/16" SST Shaft Coupling	ea.	\$ <u>61.00</u>
1.16 10' X 1 11/16" SST Line Shaft	ea.	\$ <u>309.00</u>
1.17 5' X 1 11/16" SST Line Shaft	ea.	\$ <u>173.00</u>
1.18 1 11/16" SST Shaft Sleeve	ea.	\$ 67.00
1.19 12" Bronze column Spider	ea.	<u>\$ 140.00</u>
1.20 1 11/16" Line Shaft bearing (Old Style)	ea.	\$ <u>47.00</u>
1.21 1 11/16" Line Shaft bearing (New Style)	ea.	\$ <u>24.00</u>
1.22 12" X 10' Threaded column pipe	ea.	\$ <u>677.00</u>
1.23 12" X 5' Threaded column pipe	ea.	\$ 498.00
1.24 12" Combination Column Coupling	ea.	\$ <u>618.00</u>

NO BID SECURITY REQUIRED

All Parts Supplied under this agreement ARE taxable.

Contract Extension Renewal is ar	option:	Yes_X_	No	
TERM OF AGREEMEN	T is one (1) year, <u>Jur</u>	ne 1, 2006 thro	ough May 31, 2007.	
(a) Bid prices firm for the full contract period: X; or (b) Bid prices subject to escalation/de-escalation: (c) If (b), state period for which prices will remain firm: Through				
COMPANY REPRESENTATIVE responsible for the administration of this Agreement:				
NAME: Doug	g Yantzie			
TITLE: Muni	cipal Manager		-	
PHONE NO.:	402-759-3902			

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPECIFICATION NO. 06-152

Charles Sargent Irrigation Co., Inc./ Sargent Drilling	Joseph John Committee of the Committee o
Company Name	By (Signature)
PO Box 367	Doug Yantzie
Street Address or P.O. Box	(Print Name)
Geneva, NE 68361	Municipal Manager
City, State Zip	(Title)
402-759-3902	May 9, 2006
Telephone	(Date)
sargentdrilling@alltel.net	1 to 4 weeks from notice
E-Mail Address	Estimated Delivery Days
	10 Davs
	Terms of Payment
	· omic or r cymore

Bids may be inspected in the Purchasing Division during normal business hours <u>after</u> tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department.